

REMARKS

Claims 1-34 are pending. Claims 1-27 and 28-34 are subject to a restriction. Claims 1, 11, 17, 21, 25, 26, 27 and 28 are independent claims.

Applicant has canceled claims 28-34.

The examiner uses BEA WebLogic to reject claims 1-27 as having been anticipated.

Applicant canceled claims 2, 3, 12, 18, 19, 22, and 25.

Claim 1, as amended, recites "encapsulating data requests generated by an application in a first system, encapsulating comprising generating an Extensible Markup Language (XML) structure for each data request and converting the XML structure to an XML request, the XML structure comprising a variable stream of data stored in memory of the first system, the stream including an XML element for each request."

BEA WebLogic neither describes nor suggests at least quoted claim feature. BEA WebLogic merely discloses exchanging data in XML format. Applicant is well aware of using XML and its advantages. However, applicant's claimed invention is not exchanging data in XML format between two systems, as argued by the examiner. BEA WebLogic's mere XML format data exchange is very different from encapsulating data requests generated by an application in a first system, encapsulating comprising generating an Extensible Markup Language (XML) structure for each data request and converting the XML structure to an XML request, the XML structure comprising a variable stream of data stored in memory of the first system, the stream including an XML element for each request. Accordingly, claim 1 is not anticipated by BEA WebLogic.

Claim 11, as amended, recites "converting application requests in a first system, converting comprising generating a data structure for storing data and parameters related to an application that produced the application requests, translating the application requests into a standardized delimited data structure stored in a memory of the first system, and transforming the standardized delimited data structure in conjunction with the data structure into a stream of text based data utilizing a Extensible Markup Language (XML) format."

BEA WebLogic neither describes nor suggests at least this quoted claim feature. As stated above with reference to claim 1, BEA WebLogic merely discloses exchanging data in XML format. This is very different from converting application requests in a first system, converting comprising generating a data structure for storing data and parameters related to an application that produced the application requests, translating the application requests into a standardized delimited data structure stored in a memory of the first system, and transforming the standardized delimited data structure in conjunction with the data structure into a stream of text based data utilizing a Extensible Markup Language (XML) format. Accordingly, claim 11 is not anticipated by BEA WebLogic.

Claims 17 and 26, as amended, recite "generating a first data structure for storing data and parameters related to an application residing in the server, the first data structure comprising database tables, procedure results from logic calls and status/error messages," or similar language. BEA WebLogic neither describes nor suggests this quoted claim feature. Accordingly, claims 17 and 26 are not anticipated by BEA WebLogic.

Claims 21 and 27, as amended, recite "intercepting the request statements prior to execution and applying additional logic based on a type or content of the request," or similar language. BEA WebLogic neither describes nor suggests at least this quoted claim feature. BEA WebLogic merely discloses data exchange using XML. Accordingly, claims 21 and 27 are not anticipated by BEA WebLogic.

The examiner uses BEA WebLogic in combination with what is well known to reject claim 6 as having been obvious.

Claim 1 is not rendered obvious in view of BEA WebLogic. Claim 6 depends upon, and further limits, claim 1. Accordingly, claim 6 is not rendered obvious by BEA WebLogic.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as

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an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please apply any charges or credits to deposit account 06-1050.

Respectfully submitted,

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